

**BALTIMORE COUNTY COUNCIL  
NOTES TO THE AGENDA  
LEGISLATIVE SESSION 2022**

---

*Issued: November 23, 2022*  
*Work Session: November 29, 2022*  
*Legislative Day No. 21: December 5, 2022*

---

*The accompanying notes are  
compiled from unaudited  
information provided by  
the Administration and  
other sources.*



OFFICE OF THE COUNTY AUDITOR

**BALTIMORE COUNTY COUNCIL**

**December 5, 2022**

**NOTES TO THE AGENDA**

**TABLE OF CONTENTS**

	<b>PAGE</b>
<b>LEGISLATIVE SESSION</b>	
Witnesses .....	ii
 <b><u>BILLS – FINAL READING</u></b>	
None	
 <b><u>FISCAL MATTERS</u></b>	
FM-1 .....	1
FM-2 .....	5
FM-3 .....	10
FM-4 .....	14
FM-5 .....	18
 <b><u>MISCELLANEOUS BUSINESS</u></b>	
None	
 <b>APPENDIX</b>	
None	

**AGENDA  
BALTIMORE COUNTY COUNCIL  
LEGISLATIVE SESSION 2022, LEGISLATIVE DAY NO. 21  
DECEMBER 5, 2022 2:00 P.M.**

CEB = CURRENT EXPENSE BUDGET  
BY REQ. = AT REQUEST OF COUNTY EXECUTIVE

Page

**CALL OF BILLS FOR FINAL READING AND VOTE**

**NONE**

**APPROVAL OF FISCAL MATTERS/CONTRACTS**

**JENNIFER AIOSA, CHIEF SUSTAINABILITY OFFICER, ADMINISTRATIVE OFFICE**

- 1        1. Contract – Throwe Environmental – County-wide evaluation – Resilience Authority – Reduce impacts from climate threats - AO

**COLONEL DENNIS DELP, POLICE DEPARTMENT**

- 5        2. Contract – DOF IV Hunt Valley Master Tenant, LLC d/b/a Delta Hotels Hunt Valley – Accommodations – Annual Hostage Negotiation Seminar – Police Department-PD

**DEBRA SHINDLE, CHIEF, PROPERTY MANAGEMENT**

- 10       3. Contract – Fidelity Engineering, LLC d/b/a Fidelity Power Systems – Maintenance/repair of generators-PM  
14       4. Contract - Siemens Industry, Inc. – Automatic fire sprinkler services - PM  
18       5. Contracts – (4) – Snow removal services - PM

**MISCELLANEOUS BUSINESS**

**NONE**

FM-1 (Contract)

Council District(s) All


---

**Administrative Office**


---



---

**County-wide Evaluation – Resilience Authority – Reduce Impacts from Climate Threats**


---

The Administration is requesting approval of a contract with Throwe Environmental, LLC to evaluate and develop programmatic and financial mechanisms, including the establishment of a Resilience Authority, to support County efforts to reduce impacts from climate threats (e.g., flooding, sea level rise, excessive heat). The Office advised that resilience authorities are a type of revenue authority focused on financing climate resilience projects; in May 2020, the Maryland General Assembly passed Senate Bill 457/House Bill 539, granting local jurisdictions authority to create and fund resilience authorities by local law. The contract commences upon Council approval and will continue through the County's approval of the final report, which is expected to be October 2023. Compensation may not exceed \$250,000. See Exhibit A.

---

**Fiscal Summary**

<b>Funding Source</b>	<b>Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 250,000	<sup>(1)</sup> Capital Projects Fund.
<b>State</b>	--	<sup>(2)</sup> Maximum compensation through project completion, which is expected to be October 2023.
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	<u>\$ 250,000</u> <sup>(2)</sup>	

---

**Analysis**

The contractor will evaluate and develop programmatic and financial mechanisms, including the establishment of a Resilience Authority, to support County efforts to reduce impacts from climate threats including flooding, sea level rise, excessive heat, and storm surge.

The Office advised that in May 2020, the Maryland General Assembly passed Senate Bill 457/House Bill 539, granting local jurisdictions authority to create and fund resilience authorities by local law for the purposes of undertaking and financially supporting “resilience infrastructure” projects — defined in the bill as projects that mitigate the effects of climate change, including flood barriers, green spaces, building elevation, and stormwater infrastructure. The Office further advised that resilience authorities are a type of revenue authority focused on financing climate resilience projects, including flood management and protection against sea level rise. The Office also advised that resilience authorities may be funded directly by a local government, while also taking advantage of grants, fees for service, revenue bonds, and “resilience bonds,” which monetize future avoided costs to fund current investments, similar to Environmental Impact Bonds.

Subject to certain limitations, Senate Bill 457/House Bill 539 authorizes a local government, by local law, to:

- Set or change the resilience authority’s powers, structure, organization, programs, or activities;
- Determine the resilience authority’s revenue sources, including the use of general fund revenue and general obligation bonds;
- Establish the resilience authority’s budgetary and financial procedures; and
- Terminate the resilience authority.

The contractor will develop a comprehensive climate resilience financing system for the County in accordance with the following target dates and deliverables:

January 2023 – Deliverable 1

- Convene a Project Working Group of County agency leaders and experts.

March 2023 – Deliverable 2

- Research and review of data; evaluation of existing climate risk analyses and critical infrastructure and assets.

May 2023 – Deliverables 3 and 4

- Prepare draft climate mitigation action strategy and project portfolio; and
- Create climate action funding and financing “roadmap” to identify revenue needs and projected gaps.

July 2023 – Deliverables 5 and 6

- Create a long-term cash flow management and financing plan; and
- Conduct institutional capacity analysis.

October 2023 – Deliverable 7

- Produce a final project report.

The contract commences upon Council approval and continues through the County's approval of the final report, which is expected to be October 2023. Compensation may not exceed \$250,000; the contractor will invoice the County monthly from December 2022 through November 2023 based on a specified fee schedule. The County may terminate the agreement by providing 30 days prior written notice.

The Office advised that the County issued a Request for Information (RFI) in April 2022 to determine the extent to which there are consultants with specific experience developing financing mechanisms to pay for resilience projects; three firms responded to the RFI. The Office requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County because Throwe Environmental, LLC was the only respondent who demonstrated experience and expertise evaluating and building financing authorities for local governments (for Charles County and jointly for Anne Arundel County and the City of Annapolis).

County Charter, Section 902(f), states that "when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations."

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

## **EXECUTIVE SUMMARY**

### **Framework for a Baltimore County Resilience Authority**

Baltimore County's Chief Sustainability Officer, in the Office of the County Executive, seeks County Council approval for a contract with Throwe Environmental, LLC to undertake a Countywide evaluation of how a Resilience Authority could be structured and financed to support County efforts to reduce impacts from climate threats including flooding, sea level rise, excessive heat, and storm surge.

#### **Background**

Climate change is increasing precipitation, warming temperatures, and increasing risks from sea level rise and flooding. Projects to reduce risks can be expensive and often compete with other safety and environmental projects for limited financial resources. In 2020, the Maryland General Assembly authorized local jurisdictions in Maryland to establish Resilience Authorities for the purposes of undertaking and financially supporting "resilience infrastructure projects" to mitigate the effects of climate change. Throwe Environmental, LLC has worked with Anne Arundel and Charles Counties to help them develop the structures necessary to create and operate the first two Resilience Authorities in Maryland.

Solely relying on General Funds and occasional supplemental grants is neither sustainable, nor adequate, to meet the County's needs. Recognizing the growing needs, County Executive Olszewski approved a Decision Memo in January 2022 approving an approach to proactively evaluate the opportunities that a Resilience Authority may provide Baltimore County. In spring 2022, an RFI was released to identify consultants who have direct experience working with local governments on the evaluation and development of local financing structures focused on climate resilience. Throwe Environmental, LLC was the only respondent with direct experience doing this work in Maryland.

#### **Purpose**

Contracting with Throwe Environmental, LLC will allow the County to quantify its resilience needs to protect County assets and residents from climate threats, and evaluate revenue and financing mechanisms that may help Baltimore County establish a local Resilience Authority to meet these needs.

#### **Fiscal**

The total amount of the proposed contract is \$250,000 for work over 12 months. Working with the Department of Public Works and Transportation (DPWT) Storm Drain Management Division, we have consolidated the \$250,000 contract sum from existing projects within the P007 cost center.

Prepared by: Administrative Office

FM-2 (Contract)

Council District(s) All


---

**Police Department**


---



---

**Accommodations – Annual Hostage Negotiation Seminar**


---

The Administration is requesting approval of a contract with DOF IV Hunt Valley Master Tenant, LLC, d/b/a Delta Hotels Hunt Valley to provide meeting space, food and beverages, and lodging for the annual Police Hostage Negotiation seminar. The contract commences December 5, 2022, continues through June 30, 2023, and will renew automatically for four additional 1-year periods. The maximum liability to the County is \$112,160 for the initial approximate 7-month term and an estimated \$560,800 for the entire approximate 4-year and 7-month term, including the renewal periods. The Department advised that the Baltimore County Police Foundation will fund all costs associated with the seminar, including any liquidated damages charged to the County. See Exhibit A.

---

**Fiscal Summary**

<b>Funding Source</b>	<b>Initial Term</b>	<b>Total Compensation</b>	<b>Notes</b>
<b>County</b>	--	--	(1) Police Foundation Grant.
<b>State</b>	--	--	(2) Maximum liability for the initial approximate 7-month term.
<b>Federal</b>	--	--	(3) Estimated maximum liability for the entire approximate 4-year and 7-month term.
<b>Other</b> <sup>(1)</sup>	\$ 112,160	\$ 560,800	
<b>Total</b>	\$ 112,160 <sup>(2)</sup>	\$ 560,800 <sup>(3)</sup>	

---

**Analysis**

The Department advised that the Baltimore County Police Foundation and the Baltimore Field Office of the Federal Bureau of Investigation have sponsored the annual Police Hostage Negotiation seminar for 41 years and have held the seminar at this venue for 28 years; the Department further advised that the seminar was not held in 2021 nor 2022 due to COVID.



The County will pay the costs related to the 3-day seminar, and the Foundation, which will collect a \$225 registration fee from each participant, will subsequently reimburse the County for the actual costs incurred. The Department estimates 750 participants will attend the seminar each year, including approximately 50 County employees. The Department advised that registration fees for the County employees are absorbed by the Police Foundation's Hostage Negotiation Team account; therefore, there is no cost to the County.

The \$225 registration fee includes two lunches and three continental breakfasts. Lodging is not included in the registration fee and participants must arrange lodging directly with the hotel. The County will receive a credit of one complimentary room night (e.g., for use by seminar speakers) for every 40 room nights utilized for the seminar. The County will also receive a complimentary meeting room rental.

The contract commences December 5, 2022, continues through June 30, 2023, and will renew automatically for four additional 1-year periods, unless the County provides notice of non-renewal. The maximum liability to the County is \$112,160 for the initial approximate 7-month term and an estimated \$560,800 for the entire approximate 4-year and 7-month term, including the renewal periods. The Department advised that the Baltimore County Police Foundation will fund all costs associated with the seminar, including any liquidated damages charged to the County. The contract provides that the County may terminate the agreement without penalty if funds are not appropriated or otherwise made available to support the continuation of the contract.

The contract provides that liquidated damages and other costs will be incurred if certain stipulated commitments are not met as follows:

#### Guest Room Commitment

The hotel will provide guest rooms for attendees at the rate of \$125 per night for the first 2 years and \$128 per night for the final 3 years of the agreement. The County has guaranteed that 852 room nights will be utilized by seminar participants. In the event that at least 80% of the room nights (i.e., 682 room nights) are not utilized, the County will be responsible for the balance (i.e., the difference between 682 room nights and the actual room nights utilized) at the per night rate as liquidated damages, minus any revenue mitigated by room resale. (The Department advised that liquidated damages are based on the room rate of \$125 and do not increase beginning in year 3.)

Food and Beverage Commitment

The hotel will provide food and/or beverages at certain seminar functions (e.g., lunches, breaks, evening reception). The contract guarantees that food and beverage revenue will total at least \$55,000. In addition, if the food and beverage revenue for the seminar does not total at least \$55,000, the County will pay 100% of any shortfall. All food and beverage is also subject to a 21% service charge.

In the event that the County cancels within 89 days of the scheduled seminar for a reason other than a circumstance beyond the control of either party, the County will be responsible for liquidated damages totaling 80% of the room and food and beverage commitments as follows:

	<u>Annual Liability</u>
Room Revenue	\$ 85,200
Food and Beverage Revenue	55,000
Total Minimum Revenue per year	<u>\$ 140,200</u>
Annual Maximum Liability to the County (80% of Total Minimum Revenue)	<u>\$ 112,160</u>

The Department advised that it has always met the guest room and food and beverage commitments for past seminars and expects to meet the commitments in 2023. The Department further advised that it expects the annual cost of the seminar to total approximately \$80,000, based on prior years' experience.

On November 20, 2017, the Council approved a similar 4-year and 9-month contract (which commenced October 1, 2017) with an estimated maximum liability of \$449,666 with Delta Hotels Baltimore Hunt Valley (now known as DOF IV Hunt Valley Master Tenant, LLC, d/b/a Delta Hotels Hunt Valley) for 2-day annual seminars. The Department advised that the County expended \$264,108 under the contract.

The Department requested that the proposed contract be designated as a noncompetitive 902(f) award secured in the best interest of the County. The Department advised that Delta Hotels Baltimore Hunt Valley is the only hotel in Baltimore County that is able to accommodate the expected number of participants.

County Charter, Section 902(f), states that "when... [competitive] bidding is not appropriate, a contract shall be awarded only by competitive negotiations, unless such negotiations are not

feasible. When neither competitive bidding nor competitive negotiations are feasible, contracts may be awarded by noncompetitive negotiations.”

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

## Executive Summary

The scope of services under the contract is to provide hotel accommodations, facility rental and food and beverages for the annual Hostage Negotiation Seminar. The agreement was awarded through 902(f) Justification due to the fact that DOF IV Hunt Valley Master Tenant LLC dba Delta Hunt Valley is the only hotel located in Baltimore County that can accommodate the number of people attending the seminar. The initial term is for seven (7) months with four (4) additional one year renewal options, to begin on December 5, 2022 through June 30, 2023. Each renewal term will begin on July 1<sup>st</sup> preceding the Event Date and end on June 30<sup>th</sup> in the year of the Event. Seminar costs are billed to Baltimore County by the hotel and are reimbursed to the County by the Police Foundation.

Prepared by: Police Department

FM-3 (Contract)

Council District(s) All

### Property Management

### Maintenance/Repair of Generators

The Administration is requesting approval of a contract with Fidelity Engineering, LLC, d/b/a Fidelity Power Systems to maintain and repair generators and related equipment at County-owned facilities on an as-needed basis. The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$816,500 for the entire 5-year and 4-month term, including the renewal and extension periods. See Exhibit A.

### Fiscal Summary

Funding Source	Maximum Compensation	Notes
County <sup>(1)</sup>	\$ 816,500	<sup>(1)</sup> General Fund Operating Budget and/or Capital Projects Fund, depending on the County-owned facility.
State	--	<sup>(2)</sup> Maximum compensation for the entire 5-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term.
Federal	--	
Other	--	
<b>Total</b>	<b>\$ 816,500 <sup>(2)</sup></b>	

### Analysis

The contractor will furnish all labor, materials, tools, equipment, and supervision needed to repair and maintain diesel, natural gas, and propane generators and related equipment at County-owned facilities including buildings, radio tower sites, and pumping stations, on an as-needed basis. The contractor will inspect, test, troubleshoot, and repair generators and related equipment of various manufacturers. Preventative maintenance will be performed at least twice annually,

per generator. The contract provides that the contractor must be able to provide “on-call” emergency field service for repairs and consultation 24 hours per day, 365 days per year, and must respond to emergency requests within 2 hours and prepare an estimate and description of needed repairs within 4 hours of receiving notification by the County. Property Management advised that there are approximately 200 generators that will be serviced through this agreement.

Hourly rates for labor are \$105 during regular hours and \$160 during overtime hours/emergencies. The contractor will be compensated \$105 per mobilization during regular hours and \$180 during overtime hours/emergencies. Preventative maintenance rates range from \$776 to \$2,691, depending on the size of the generator; certain maintenance-related testing will be billed at rates ranging from \$725 to \$2,588 per test, depending on the size of the generator. The markup on parts and materials is 50%. The rental rate for a generator during regular hours is \$500 for mobilization and \$500 for demobilization; during emergency hours, the rate will vary based on kW range, and the County will receive a 20% discount to the current rate.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$816,500 for the entire 5-year and 4-month term, including the renewal and extension periods. The County may terminate the agreement by providing 30 days prior written notice.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower.

The County awarded the contract through a competitive procurement process. Property Management advised that after no bids were received in response to the County’s solicitation, the Office of Budget and Finance, Purchasing Division contacted the incumbent contractor (Fidelity Engineering, LLC, DBA Fidelity Power Systems, formerly known as Fidelity Engineering Corporation), which was interested in establishing a new contract and entered negotiations. According to the bid documents, there was not an M/WBE participation requirement.

On October 16, 2017, the Council approved a similar 5-year and 4-month contract with the proposed contractor. Property Management advised that as of November 14, 2022, the County has expended/encumbered \$710,531 under the contract.

County Charter, Section 715, requires that “any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year....”

## Executive Summary

Property Management is requesting the approval of an Agreement for Fidelity Engineering, LLC dba Fidelity Power Systems to provide maintenance and repair of diesel, natural gas, and propane generators, and related equipment.

In no event shall the total compensation paid to the contractor under this agreement exceed the sum of Eight Hundred Sixteen Thousand Five Hundred Dollars and no cents (\$816,500.00) during the entire term of this Agreement including renewals thereof. This Agreement shall be effective when it is signed by the County, and shall continue through one (1) year (the "Initial Term"). The County reserves the right to renew this Agreement for four (4) one year renewals on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 120 days, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor.

After the initial one (1) year period, the County may entertain a request for escalation annually, on the Agreement anniversary date, in accordance with the current Consumer Price Index at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

Prepared by: Property Management



FM-4 (Contract)

Council District(s) All

### Property Management

### Automatic Fire Sprinkler Services

The Administration is requesting approval of a contract with Siemens Industry, Inc. to provide automatic fire sprinkler services in County-owned and/or operated buildings as needed. The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$3,279,573 for all contractors providing these services for the entire 5-year and 4-month term, including the renewal and extension periods. On November 21, 2022, the Council approved the other contract for these services (with Blazeguard Commercial Services, LLC). See Exhibit A.

### Fiscal Summary

<b>Funding Source</b>	<b>Combined Maximum Compensation</b>	<b>Notes</b>
<b>County</b> <sup>(1)</sup>	\$ 3,279,573	<sup>(1)</sup> General Fund Operating Budget or Capital Projects Fund, depending on the nature of the work. <sup>(2)</sup> Maximum compensation for all contractors providing these services for the entire 5-year and 4-month term, including the renewal and extension periods. The contract does not specify a maximum compensation for the initial 1-year term.
<b>State</b>	--	
<b>Federal</b>	--	
<b>Other</b>	--	
<b>Total</b>	\$ 3,279,573 <sup>(2)</sup>	

### Analysis

The contractor will furnish all labor, materials, tools, equipment, supervision, and incidentals needed to design and install new, and renovate, repair, and inspect existing automatic fire sprinkler systems in County-owned and/or operated buildings as needed. Hourly rates for labor range from \$50 to \$170, depending on the employee performing the work (i.e., engineer, sprinkler

fitter, pipe fabricator, or helper) and time status (i.e., regular, overtime, shift differential, or holiday). Inspection rates (quarterly and annual) for sprinkler systems range from \$110 to \$440, depending on the building. The mark-up on materials is 35%.

The contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 120 days on the same terms and conditions, unless the County provides notice of non-renewal. The contract does not specify a maximum compensation for the initial 1-year term. Compensation may not exceed \$3,279,573 for all contractors providing these services for the entire 5-year and 4-month term, including the renewal and extension periods.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreement by providing 30 days prior written notice.

This solicitation was a Baltimore Regional Cooperative Purchasing Committee (BRCPC) procurement effort with the Baltimore Metropolitan Council and the Metropolitan Washington Council of Governments, otherwise known as the Mid-Atlantic Purchasing Team; the Baltimore County Office of Budget and Finance, Purchasing Division served as the lead agency. The County awarded the contract through a competitive procurement process based on low bid from six bids received. Property Management advised that Siemens Industry, Inc. and Blazeguard Commercial Services, LLC were the two overall lowest bidders. On November 21, 2022, the Council approved a contract with Blazeguard Commercial Services, LLC for these services; Property Management advised that multiple contractors are required due to an increase in workload resulting from NFPA-mandated quarterly testing implemented in 2018. Property Management also advised that the assignment of work between the two contractors will be determined as follows: inspections will be divided by price, location, and month of the year the inspection is due; non-emergency repairs will be bid between the two contractors; and emergency repairs will be awarded to the contractor that has the best response time at the time of request. According to the bid documents, there was not an M/WBE participation requirement.

On May 1, 2017, the Council approved a similar 5-year and 4-month contract not to exceed \$1,514,023 with Advanced Fire Protection Systems, LLC. The contract expired August 29, 2022.

Property Management advised that as of November 2, 2022, expenditures/encumbrances under this contract totaled \$783,744. Property Management further advised that during the interim period between the contract's expiration and the November 21, 2022 commencement of the Blazeguard Commercial Services, LLC contract, Blazeguard provided services valued less than \$25,000.

Property Management advised that the County currently has one other contract with Siemens Industry, Inc.

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."

## **EXECUTIVE SUMMARY**

Property Management is requesting the approval of an Agreement with Siemens Industry Inc. to provide Automatic Fire Sprinkler Services at various County owned and/or operated buildings. Blazeguard Commercial Services, LLC was presented at November 21, 2022 Council.

The Contractors acknowledge that the County has entered into agreements with multiple contractors for these services. The Contractors further acknowledge that it is not guaranteed any minimum amount of work under this Agreement and further acknowledges that in no event shall the total compensation paid to all Contractors under this Agreement exceed the sum of Three Million, Two Hundred Seventy-Nine Thousand Five Hundred Seventy-Two Dollars and Sixty-Six Cents (\$3,279,572.66) during the entire term of this Agreement including renewals thereof. This Agreement shall be effective when it is signed by the County, and shall continue through one (1) year (the "Initial Term"). The County reserves the right to renew this Agreement for four (4) one year renewals on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 120 days, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor.

After the initial one (1) year period, the County may entertain a request for escalation annually, on the Agreement anniversary date, in accordance with the current Consumer Price Index at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

Prepared by: Property Management

**FM-5 (Contracts)****Council District(s) All**

---

**Property Management**

---

---

**Snow Removal Services**

---

The Administration is requesting approval of four contracts to provide on-call snow removal services at various County-owned and/or operated facilities, including libraries, community centers, senior centers, and Martin State Airport (for the County's marine and aviation units). The four contractors are: ASB 2 Enterprise, Inc.; Classic Lawn and Landscape, Inc.; DSM Snow Removal, Inc.; and Forest Valley Tree and Turf, Inc. Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days. (November 1 through April 30 constitutes a snow season.) The contracts do not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 6-month term, including the renewal and extension periods. Compensation for all contractors providing snow removal and salt application services may not exceed the amount appropriated for the entire contract term. Property Management advised that the contract amount is not reasonably estimable at this time. Property Management further advised that the contracts will be funded out of the Department of Public Works and Transportation's Storm Emergencies Program; the FY 2023 budget for the program totals \$7.5 million, including \$3.1 million for contractual snow removal services. See Exhibit A.

---

### Fiscal Summary

<b>Funding Source</b>	<b>Initial Term</b>	<b>Combined Maximum Compensation</b>
<b>County</b> <sup>(1)</sup>	*	*
<b>State</b>	--	--
<b>Federal</b>	--	--
<b>Other</b>	--	--
<b>Total</b>	* (2)	* (3)

<sup>(1)</sup> General Fund Operating Budget.

<sup>(2)</sup> The hourly rates for these contractors range from \$10 to \$150, depending on the contractor and type of equipment provided, with no specified maximum compensation. The contracts, together with all other contracts for snow removal and salt application services, are limited in the aggregate to the amount appropriated. The contract amounts are not reasonably estimable at this time.

<sup>(3)</sup> Maximum compensation, together with all other contracts for snow removal and salt application services, may not exceed the amount appropriated for these services. The amounts are not reasonably estimable at this time.

### Analysis

The four contractors will provide snow removal, de-icing, and salt application services at various locations throughout Baltimore County, including libraries, community centers, senior centers, and Martin State Airport (for the County's marine and aviation units) in the Texas (DSM), Inwood (Classic), Sparrows Point (ASB2) and Double Rock (Forest Valley) regions (which relate to Property Management's Grounds Maintenance shops). Snow removal areas include parking lots, loading docks, stairs, access areas to the buildings, and designated sidewalks.

Each contract commences upon Council approval, continues for 1 year, and will renew automatically for four additional 1-year periods with the option to extend the initial term or any renewal term an additional 180 days on the same terms and conditions. (November 1 through April 30 constitutes a snow season.) The contracts do not specify a maximum compensation for the initial 1-year term or for the entire 5-year and 6-month term, including the renewal and extension periods. Compensation paid to all contractors providing snow removal and salt application services may not exceed the amount appropriated during the entire contract term. Property Management advised that an estimated amount for these contracts is undeterminable due to the unpredictable nature and timing of snowfalls (i.e., density and depth of snowfalls, number of snowfalls occurring during the season).

The FY 2023 budget for the Storm Emergencies Program totals \$7.5 million, including \$3.1 million for contractual snow removal services.

Each contractor must provide the following equipment, including one operator for each vehicle or piece of equipment, and a field supervisor: a ¾-ton or 1-ton pick-up truck with plow and salt spreader; a snow blower; a low-boy trailer for delivery of snow blowers; a whirly bird salt spreader; a skid loader with plow; a skid loader with snow blower; and a sidewalk plow. During the snow season, the contractors' trucks and equipment must be available 7 days per week, 24 hours per day. Hourly rates range from \$10 to \$150, depending on the contractor and type of equipment provided. The contractors will be paid based on the actual hours the equipment is in service, including up to 2 hours for arrival time and 1 hour for departure time. Additionally, the minimum work shift is 4 hours. The County will provide all rock salt for spreading on the parking lots and parking garage ramps; each contractor will provide ice melt for spreading on the sidewalks and steps.

Prior to the commencement of each renewal period, the County may entertain a request for an escalation in unit prices in accordance with the Consumer Price Index – All Urban Consumers – United States Average – All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. The County may terminate the agreements by providing 30 days prior written notice.

The County awarded the contracts through a competitive procurement process based on low bid from seven bids received. According to the bid documents, there was not an M/WBE participation requirement.

On December 5, 2016, the Council approved three similar 10-year contracts, which commenced November 1, 2016, with Classic Lawn and Landscape, Inc., Maryland Hauling and Recovery, LLC (subsequently Snowtime, LLC), and Suncoast Landscaping, LLC for services at County libraries and other County-owned and operated sites (e.g., senior centers). The contracts expire October 31, 2026; however, Property Management advised that Snowtime, LLC and Suncoast Landscaping are no longer in business, which led to the rebid of these services. According to the County's financial system, as of November 15, 2022 a total of \$2,020,617 has been expended under these contracts: \$874,070, \$877,733 and \$268,815 to Classic, Snowtime, and Suncoast, respectively. Property Management advised that as a result of Snowtime and Suncoast ceasing operations, it contracted with Forest Valley Tree and Turf, LLC under an emergency justification

to provide services; the Council was notified of these contracts through Correspondence on the February 22, 2022 (\$86,929), April 4, 2022 (\$14,396), and May 26, 2022 (\$54,828) agendas.

On November 6, 2017, the Council approved three 9-year and 6-month contracts, which commenced November 1, 2017, with DSM Snow Removal Inc., Avid Services, LLC, and Classic Lawn and Landscape, Inc. for snow removal and salt application services at various County-owned and operated facilities (e.g., police precincts, parks) in the Inwood, Texas, Sparrows Point, and Double Rock regions. The contracts will expire April 30, 2027. According to the County's financial system, as of November 22, 2022, a total of \$4,293,030 has been expended under the contracts: \$2,689,655, \$833,439, and \$769,936 to DSM Snow Removal Inc., Avid Services, LLC, and Classic Lawn and Landscape, Inc., respectively.

Property Management advised that the County currently has 7 other contracts (including the 2016 and 2017 snow contracts) with Classic Lawn and Landscape, Inc., and one other contract each with Forest Valley Tree and Turf, Inc. and DSM Snow Removal, Inc. (the 2017 snow contract).

County Charter, Section 715, requires that "any contract must be approved by the County Council before it is executed if the contract is...for services for a term in excess of two years or involving the expenditure of more than \$25,000 per year...."



## Executive Summary

Property Management is requesting the approval of a contract with ASB 2 Enterprise Inc., Classic Lawn and Landscape Inc., Forest Valley Tree and Turf Inc., and DSM Snow Removal Inc. for snow removal services at various locations throughout Baltimore County, including libraries. This was competitively bid and awarded as best qualified, best value, and low bid.

The Contractors acknowledge that the County has entered into agreements with multiple contractors for these services. The Contractors further acknowledge that it is not guaranteed any minimum amount of work under this Agreement and further acknowledges that in no event shall the total compensation paid to all Contractors under this Agreement exceed the sum of the County Council approved appropriation. This Agreement shall be effective when it is signed by the County, and shall continue through one (1) year (the "Initial Term"). The County reserves the right to renew this Agreement for four (4) one year renewals on the same terms and conditions. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 180 days, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor.

After the initial one (1) year period, the County may entertain a request for escalation annually, on the Agreement anniversary date, in accordance with the current Consumer Price Index at the time of the request, or up to a maximum 5% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

Prepared by: Property Management